

QUESTIONS AND ANSWERS ON THE RIVER CORRIDOR DRAFT RFP
Through December 13, 2001

1. Would H.8.C require an offeror to subcontract with a company having a poor safety record?

A. The RFP makes provisions for offerors to take exceptions to the terms and conditions of the contract, except for any FAR clauses identified in the contract. While taking exceptions to the terms and conditions of the RFP is not, in general, encouraged, an exception of the nature described, i.e. an exception taken to the terms of the RFP to avoid contracting with a company that had a poor safety record, would be acceptable to the DOE.

2. Does the DOE intend to issue the procurement with an opportunity for interested parties to bid on only Phase I of the proposed work?

A. Prospective offerors are invited to direct their attention to the interim decisions, which were placed on the RC procurement web site on December 4, 2001. This entry bears directly to this question.

3. Will DOE establish minimum 8a requirements in the final RFP?

A. DOE will not establish minimum 8a requirements in the final RFP. However, the contractor's small business/small disadvantaged business plan will be evaluated under Section M, sub criterion 2e.

4. On Page J3 of the draft RFP, does the sentence "This is not necessarily an all inclusive list," mean that additional DOE directives could be added to the list after the contract has been signed without further negotiation?

A. The RFP will be revised to read, "List A is not necessarily an all inclusive list." By way of explanation, the contractor is expected to comply with the law. All elements of the law cannot be provided in List A. List B, however, is all-inclusive.

5. Is contaminated piping included in contract work? Where does it appear in the RFP?

A. See Subsection C.3.1.4, e.g. bottom of page C21. Contaminated piping is included.

6. On page L3 of the draft RFP, does the sentence, "The Government intends to evaluate proposals and award a contract without discussions with Offerors [except clarifications as described in FAR 15.306 (a)]" exclude any discussions between Offerors and DOE during Proposal evaluation?

A. The answer is yes; the proposal must stand on its own. If discussions are held with on offeror, they must be held with all in the competitive range.

7. Is the Department interested only in Offerors who can bring commercial best practices in actual cleanup activities?

A. See page L20, under criterion 3, Experience.

8. Will the DR Reactor ISS be completed before Phase I begins?

A. It is expected that DR will be completed before Phase I begins.

9. If an Offeror has as a member of its team a company that brings commercial best practices in surveillance and maintenance, how would the Department view this type of approach?
- A. See page L20 under criterion 3(1), Experience. Also, see page L19 under criterion 2(4), business plan.
10. For each reactor area, the draft RFP requires piping to be remediated “in accordance with an approved CERCLA document”. Is this an existing document, or one that the RC Contractor will be responsible for developing?
- A. Yes, the contractor is expected to "plug in" this particular waste site into an existing ROD. The "plug in" approach is described in the ROD. The RFP will be revised to clarify that the piping remediation is part of the scope of the contract.
11. Clauses B.4 and B.15. The referenced escalation factors appear to be fixed for the expected duration of the contract. How can the contractor accommodate variation, up or down, from the DOE Unified Budget Request Guidance (Unicall) forecasts provided in Clauses B.4 and B.15? Would DOE consider making the adjustment set forth in tables 4 and 7 of clauses B.9 and B.17 respectively, on an annual basis during the execution period of the contract based on actual cost escalation for the area?
- A. DOE will include a provision in the final RFP that provides for a periodic escalation/de-escalation of the target cost. DOE will specify the index in the final RFP.
12. Are the large discharge pipes that extend into the river included in the work scope? Has there been a decision on the disposition of these pipelines?
- A. The large discharge pipes that extend into the river are included in the work scope. The contractor shall propose the method for the disposition of these pipes. The RFP will be modified to clarify this requirement.
13. If DOE cannot accept compliant waste for reasons outside the contractor’s control resulting in a significant impact on cost, it is assumed the Target Cost could be renegotiated per Section B.9. Is this correct?
- A. This situation would appear to be appropriate for a request for an equitable adjustment to the target cost.
14. Per C.3.2.4, most of the waste generated under this contract would go to ERDF. Why would the Hanford Waste Acceptance Criteria (HNF-EP-0063) be applicable to such waste?
- A. The Hanford Waste Acceptance Criteria applies only to waste that cannot go into ERDF. The RFP will be modified to clarify this point.
15. Where is the “approved RC Project Baseline Assumptions” that are referred to in Table 4 of Section B?
- A. This item applies to the paragraph that follows the table on increases or decreases in scope.
16. High-level waste caissons in the 600 Area appear to be excluded from this contract. Is this correct?
- A. The caissons (burial grounds 618-10 and 618-11) are not part of the scope of the RC Contract.

17. In reference to C.3.2.4.1(b), is it correct that RCRA wastes can be placed in ERDF as long as there is an associated CERCLA decision document?

A. This is correct but there must also be regulatory approval.

18. C-47 requires the contractor to handle RC spent nuclear fuel. What is the source and quantity of this fuel?

A. There are five commercial fuel assemblies in Building 324. In addition, there has been experience with the discovery of production reactor fuel being found buried underground.

19. How much waste will other site contractors send to ERDF? Who will be responsible for this waste?

A. At the present time, it is not possible to quantify an answer to this question. The receipt of waste at ERDF by the RC Contractor is to be accomplished on a not to interfere basis. The ERDF operator will be responsible for ensuring any waste emplaced at ERDF meets applicable ERDF acceptance criteria. Costs incurred and payments received by the RC Contractor will not be included in the calculation of actual costs incurred that is used to determine the RC Contractor's fee. These points will be clarified in the RFP.

20. Integrating low and high tech cleanup workscope will, by definition, result in fewer companies qualifying as a prime contractor. Was this done intentionally?

A. There was no intention to exclude companies from qualifying as a prime contractor for this contract on the basis of integrating high and low tech work. It is presumed that the "high tech" work being alluded to in this question is the scope in building 324. The RFP makes a provision for companies to team and requests offerors "to show ... how the team achieves synergism of the corporate capabilities of the teaming partners..." This language would appear to accommodate the implied concern raised by this question.

21. Why is a performance guarantee required?

A. The DOE established the performance guarantee requirement to protect itself from non-performance of the contract workscope by corporations that have no tangible assets at risk.

22. Is the sign correct on the formula for determining fee payable under a negative variance scenario?

A. The formula is correct as written, since an overrun is represented by a negative value for variance. If the $CV < 0$ (overrun condition), $CV \times .2$ would be a negative number, thereby reducing the target fee provisionally earned by 20% of the overrun.

23. Identify 48 CFR 970.15404-4-1(h) cited in clause B.11(b)(2).

A. Clause B.11 will be revised in the final RFP. The 48 CFR reference will be deleted.

24. In B.15(c)(1)3, is the referenced section C.3.2.3.5 correct?

A. The comment is no longer applicable. The final RFP will not contain Clause B.15.

25. In the context of the corporate involvement evaluation criterion, what is the intent of requiring that the Offeror's organization be the senior entity or parent in the corporate hierarchy?

A. The SEB wishes to evaluate the extent of corporate involvement in the project up to and including the senior-most level in the Offeror's organization. The SEB is mindful that there are some companies that are owned by holding companies that may not be involved in the technical aspects of the project through lack of qualification. The SEB intends to evaluate all such situations in a fashion that is indifferent to the organizational choices that have been made by the holding company. Clarifying words will be added to this section in the final RFP.

26. What entity serves as the guarantor in Section L, Attachment 9? Is there a conflict with L.8B (4) which allows the Offeror to establish a separate business entity?

A. The guarantor should be the senior entity in the corporate hierarchy. In the case of a teaming arrangement, the guarantor should be the prime. The entity identified in L.8B(4) need not be the same as the entity providing the performance guarantee.

27. Is it possible to clearly identify what work will be completed before the contract begins and remove that work from Section C?

A. The SEB has clearly identified the work that will be completed based on current assumptions as to funding, the performance of the incumbents, and the actual date of assumption of responsibility of the successful RC Contractor. None of these assumptions are necessarily certain.

28. Is it assumed that the costs for packaging and transportation of waste will be included in the Offeror's Target Cost? Are there any waste management costs beyond packaging and transportation and the operation of ERDF that should be included in the Target Cost?

A. Yes to both questions. It is expected that some waste will not go to ERDF (e.g. uncontaminated debris). The contractor will be responsible for packaging, transportation, and disposal of the waste.

29. Have any Cleanup Verification Packages been approved by the regulator? Are there any unusual regulatory risks to be expected in this area?

A. Over 40 CVPs have been approved by the regulator to date. There is no known unusual regulatory risk in this area. The SEB will post some selected examples of approved CVPs on its web site.

30. Why did the Corps estimate assume an 8-year Phase I and a 4-year Phase II? Isn't the Corps estimate inconsistent with the contract's 15-year term?

A. Actually, a further assumption was made that Phase II would begin at the start of the seventh year, so there would be a two-year overlap between Phases I and II. This was done to ensure that the goal of completing the River Corridor Project by 2012 would not be compromised by the acquisition strategy selected. The Corps was asked to ensure that it would be possible to complete the scope of Phase II in a four-year period. The Corps' conclusion was that such a schedule could not be ruled out as a result of any logic constraints. Regarding consistency with the term of the contract, it needs to be remembered that the length of the contract is dependent on

the funding received, the successful Offeror's target cost, and that Offeror's performance against the target cost. The 15-year provision in the draft RFP only establishes an upper bound.

31. Will provisional fee be based purely on elements completed or be earned on work in progress? Is target fee that is used in B.10.a only associated with completed projects?

A. Provisional fee will be based on work completed (earned value). The target fee in the provisional fee equation is stated only as a percentage. Since the target fee percentage is multiplied by the BCWP, the target fee is also associated with work completed.

32. Since the contractor is obliged to pay interest per B12(a) if provisional fee turns out to be greater than actual fee earned, will DOE pay interest if actual fee earned is greater than provisional fee?

A. There is no requirement for the Government to pay interest on provisional fee.

FAR Clause 52.232-17 entitled, *Interest* (JUN 1996), refers to interest owed to the Government by the contractor.

33. Will DOE define how the RC Contractor is to interface with PNNL in the 300 Area?

A. The RC Contractor will be the landlord for all buildings planned for demolition that are a part of the RC Contract, including Phase II. Some of these buildings are currently occupied by PNNL personnel. The RC Contractor should identify when these PNNL occupied facilities will need to be vacated in order to support schedule on the occasion of the initial baseline submittal, nine months after award. Any agreements between the RC Contractor and PNNL to define interfaces would be a proper subject for discussion between the RC Contractor and PNNL.

34. Section C.3.2.4.1, Para (a) pg. C21 states, "In order to provide a protective barrier, the earthen facility was constructed with RCRA subtitle C compliant double liners and a leachate collection system." Will the treatment and disposal of the ERDF leachate be a Government furnished service at no cost to the RC Contractor?

A. The Effluent Treatment Facility (ETF) is direct funded. The RCC will not be obliged to pay for ERDF leachate treatment that is performed in the ETF, however, the RC Contractor will be expected to plan required use of the ETF and make this planning known to the ETF operator in a timely fashion.

35. Is expansion of ERDF in the Phase I scope of work?

A. The RFP will be revised to make it explicit that ERDF expansion, if required, is included as a part of Phase I. The contractor is expected to expand ERDF as needed.

36. Is it possible to determine what the balances will be for the subcontracts that are to be assigned to the RC Contractor?

A. To assist in proposal preparation, subcontract information will be posted on our website.

37. Where are the end point criteria defined?

A. The end point criteria are contained in the interim records of decision.

38. Is regulatory approval of the 300 Area EE/CAs within the scope of the RC Contract?

A. Both the preparation and the securing of regulatory approval are within the scope of Phase I of the RC Project.

39. For sites such as burial grounds where there is a great deal of uncertainty, what should prospective offerors assume?

A. When the independent cost estimate was prepared, a factor of 1.68 was added to the existing baseline estimate for 300 Area burial grounds to account for the unexpected. In addition, a relatively large uncertainty was applied to the cost estimate for all the burial grounds. These sorts of considerations, combined with an understanding of the effect of the last paragraph in subsection B.9 need to be taken into account when offerors prepare their target costs.

40. Where are laboratory costs associated with soil sampling to be found?

A. Refer to the Site Services Manual.